

2-752024  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE JONES

-----X  
ZIM AMERICAN INTEGRATED  
SHIPPING SERVICES, INC.,

Plaintiff,

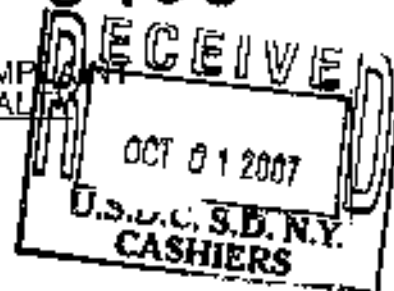
- against -

KX INDUSTRIES, L.P.,

Defendant.  
-----X

07 CIV 8486

CIVIL COMPLAINT  
IN ADMIRALTY



Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant KX INDUSTRIES, L.C., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.
2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.
3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

5. Thereafter, the said goods were transported to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$2,448.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$2,448.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York  
September 25, 2007

LAW OFFICES OF  
ALBERT J. AVALLONE & ASSOCIATES

By

  
Albert J. Avallone - AA1679  
Attorneys for Plaintiff  
ZIM AMERICAN INTEGRATED  
SHIPPING SERVICES, INC.  
551 Fifth Avenue, Suite 1625  
New York, NY 10176  
(212) 696-1760

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant KX INDUSTRIES, L.C. was and still is a corporation organized and existing under the laws of the State of Connecticut, with offices and a place of business at 55 Railroad Avenue, New Haven, CT 06516.

II. Particulars:

1. Bill of Lading No. ZIMUORF98341, dated April 19, 2005, from Orange, CT to Ashdod via New York on the Vessel ZIM VIRGINIA, one (1) twenty-foot container SAID TO CONTAIN: WTER FILTERS, at the applicable prepaid tariff and/or Service Contract rate of \$240.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$240.00

2. Bill of Lading No. ZIMUORF180744, dated January 23, 2007, from Orange to Ashdod via New York on the Vessel ZIM NEW YORK, one (1) forty-foot container SAID TO CONTAIN: WATER FILTERS, at the applicable prepaid tariff and/or Service Contract rate of \$736.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$736.00

3. Bill of Lading No. ZIMUORF185960, dated February 23, 2007, from Orange to Ashdod via New York on the Vessel ZIM PANAMA, one (1) forty-foot container SAID TO CONTAIN: WATER FILTERS, at the applicable prepaid tariff and/or Service Contract rate of \$736.00 (Exhibit C).

Amount Paid: \$0

Amount Due: \$736.00

4. Bill of Lading No. ZIMUORF187118, dated February 28, 2007, from Orange to Ashdod via New York on the Vessel ZIM SAVANNAH, one (1) forty-foot container SAID TO CONTAIN: WATER FILTERS, at the applicable prepaid tariff and/or Service Contract rate of \$736.00 (Exhibit D).

Amount Paid: \$0

Amount Due: \$736.00

III. Total Amount Due: \$2,448.00



SHIPPER / EXPORTER (NAME & ADDRESS) <b>INDUSTRIES</b> NO. 06-1493835 SOUTH LAMBERT ROAD ORANGE, CT 77, UNITED STATES OF AMERICA		BOOKING NO. / FILE NO. <b>007-cv-08486-BSJ-THK</b> EXPORT REFERENCE <b>TOAM FILE# 770-5083 - CONSIGNEE ORDER # 052-5211263/JO-FORWARDERS REFERENCE</b>	
NOT NEGOTIABLE (UNLESS CONFIRMED TO CARRIER) IFY (NAME & ADDRESS) <b>M FOR TANA INDUSTRIES</b> NO. 511581324 MEYTAV ST TEL AVIV, ISRAEL		FORWARDING AGENT (NAME) <b>UPS SUPPLY CHAIN SOLUTIONS</b> 1000 PORT CARTERET DRIVE PORT CARTERET, NJ 07008 CHB 2765 POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY) <b>ORANGE CT</b>	
IFY (NAME & ADDRESS) <b>M FOR TANA INDUSTRIES</b> NO. 511581324 MEYTAV ST TEL AVIV, ISRAEL		REMARKS / EXPORT OR OTHER INSTRUCTIONS <b>FRITZ COMPANIES ISRAEL</b> 32 HAHAROSHET ST OR-YEHUDA, ISRAEL	
FOR DEFINITION SEE CLAUSE 2 OVERLEAF AL CARRIAGE BY (MODE) <b>VIRGINIA 10/E</b>		SEA WAYBILL *SERVICE CONTRACT NO. 25338-18*	
PLACE OF RECEIPT OF GOODS* <b>ORANGE, CT</b>		VOY. / PORT OF LOADING* <b>NEW YORK, NY</b>	
FINAL DESTINATION* <b>DOD, IL</b>		FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)	

PARTICULARS AS FURNISHED BY SHIPPER			
AMS & NOS. / CONT. NOS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
ADDRESSED 1 CNT	<b>X20' CNTR SLAC</b> <b>9 SKD SLAC 492 CTNS</b> <b>WALTER FILTERS H.S. 8421</b> <b>NO SED REQUIRED - AES -</b> <b>943083515-05252112630000001</b> <b>LICENSE: # NLR TYPE: NLR (ALL OTHERS)</b>	<b>5504KG</b> <b>12354LB</b>	
<b>360550-20'-SEAL8439667 9 SKD 12354LBS/5604KGS/DY</b>			
COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT REGULATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			

LIGHT COLLECT BOARD : 04/19/2005 Y PERS/LOAD/COUNT/STOW		DETAILS TOTAL EXHIBIT "A"	
MERCHANT'S DECLARED VALUE OF GOODS If Merchant enters a value, Carrier's liability in respect of loss or damage shall not apply and ad valorem freight will be charged (See Clause 23)		AD VALOREM FREIGHT <b>360550-20'-SEAL8439667 9 SKD 12354LBS/5604KGS/DY</b>	
NOTE: Received in apparent good order and condition, unless otherwise stated herein, for shipment on board the vessel of transportation (vessel, truck, rail or air) as named herein, the goods in packages or containers and in carrier goods specified herein for carriage from the port of loading named herein to the port of discharge named herein, if contracted for on a voyage as described and agreed by the Bill of Lading and discharge at the port of discharge, unless and unless otherwise agreed.		IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this bill and date. If this Bill of Lading is consigned to order, one (one) shall be surrendered before delivery and the others to stand void.	
The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container policy service (see Clause 10, 11 and 12) and Carrier's Container Rules and Terms (see Clause 10, 11 and 12) and are not negotiable.		FREIGHT PAYABLE AT DESTINATION No. OF ORIGINAL BILLS OF LADING <b>ZERO</b>	
PLACE AND DATE OF ISSUE NORFOLK, VA 04/19/2005		ZIM CONTAINER SERVICE As Agents for Zim Integrated Shipping Services Ltd. As Carrier	

NON-NEGOTIABLE

IN VIEW OF THE DANGERS OF CORRUPTION, MERCHANTS SHOULD BEWARE OF THE TRADING PRACTICES OF ANY AND ALL COUNTRIES. MERCHANTS SHOULD BE AWARE THAT THE TRADING PRACTICES OF ANY AND ALL COUNTRIES MAY BE DIFFERENT FROM THE TRADING PRACTICES OF THE UNITED STATES OF AMERICA. MERCHANTS SHOULD BE AWARE THAT THE TRADING PRACTICES OF ANY AND ALL COUNTRIES MAY BE DIFFERENT FROM THE TRADING PRACTICES OF THE UNITED STATES OF AMERICA.

DETAILS	PER	AMOUNT	PREPAID	COLLECT
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FREIGHT	UNIT	1200.00	DL	1200.00
WAR RISK	UNIT	9.00	DL	9.00
PRECARRIAGE	UNIT	475.00	DL	475.00
BUNKER/FUEL	UNIT	125.00	DL	125.00
DETENTION	U	240.00	240.00	DL
TERMINAL	UNIT	28.00	DL	28.00
INTERMODAL	UNIT	75.00	DL	75.00
U.S. INTERMODAL	UNIT	60.00	DL	60.00
INTERNATIONAL	UNIT	6.00	DL	6.00
		-----		
		\$US	240.00	1978.00

INDUSTRIES  
RAILROAD  
ST HAVEN CT 06516 US

IMPORT & EXPORT FOR TANA  
MEYTAV ST  
AVIV 67897 IL

NOT NEGOTIABLE UNLESS CONIGNED TO ORDER  
TZ COMPANIES ISRAEL LTD  
HAHAROSHET STREET  
YEHUDA 60375 IL

FOR DEFINITION SEE CLAUSE 2 OVERLEAF  
AL CARRIAGE BY (CODE)

DING VESSEL  
NEW YORK 23/E

OF DESTINATION  
DOD

PLACE OF RECEIPT OF GOODS  
(OR PLACE FOR)

PORT OF LOADING  
NEW YORK

FINAL DESTINATION  
(IF CONTRACTED FOR)

EXPORT REFERENCE

MOSBDL60289811

7060247040

FM# 275

UPS SUPPLY CHAIN SOLUTIONS  
1000 PORT CARTERET DRIVE  
PORT CARTERET, NJ 07008

POINT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY)

REMARKS / EXPORT OR OTHER INSTRUCTIONS

SEA WAYBILL \*SERVICE CONTRACT NO. 26187-18\*

PARTICULARS AS FURNISHED BY SHIPPER

MARKS & NOS. / CONT. NOS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CNT	X 40' STANDARD CONTAINER SLAC:24 SKIDS SLAC:813 CASES WATER FILTERS H.S. 8421 IRS NO. 0601493835 VAT NO. 511581324 NO SED REQUIRED AES FWDR:X20070117022014	2847.000KG 21708LB	

414683-40'-SEAL#414378 24 SKD 21708LBS/2170KG/11V

COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT  
REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

LIGHT COLLECT  
BOARD : 01/23/2007  
Y  
PERS/LOAD/COUNT/STOW

AD VALOREM FREIGHT

MERCHANT'S DECLARED VALUE OF GOODS ATTACHED LIST  
If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 23)

NOTES: Merchant is required to provide and maintain, unless otherwise stated herein, for shipment on board the vessels of transportation (trucks, boats, etc.) as well as the goods or packages or containers used in certain goods specified herein for shipment from the port of loading named herein, at place of receipt of goods as named herein, if provided for, on a voyage as described and agreed by this Bill of Lading and discharge at the port of destination or final destination named herein, if contracted for such voyage discharge or delivery being always subject to the terms, exceptions, limitations, conditions and liabilities hereinafter agreed.

Weight, measure, marks, numbers, quality, contents and value as declared by Shipper but unknown to the Carrier.  
In accepting this Bill of Lading the Merchant expressly accepts and agrees to be bound by all the terms, stipulations, conditions, limitations, warranties and conditions stated herein whether written, printed, stamped or otherwise incorporated in the form and/or reverse side hereof as well as the provisions of the Carrier's published Tariff Rules, Regulations and schedules, without exception, as fully as if they were all agreed by the Merchant, and the Carrier's obligation to carry the goods is made on the basis of the Merchant's acceptance and agreement as aforesaid.

The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are continued on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, itemized, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container service (see Clause 24) and the Carrier's Container Rules and Tariffs (see Clause 10).

IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this  
date and date. If this Bill of Lading is consigned in order, rate shall be surrendered before delivery and the others to be void.

DESTINATION  
PLACE AND DATE OF ISSUE  
MORPOLL, VA 01/23/2007

NO. OF ORIGINAL BILLS OF LADING  
ZERO

DATE OF ISSUE  
01/23/2007

ZIM CONTAINER SERVICE

As Agents for Zim Integrated Shipping Services Ltd.  
As Carrier

NON-NEGOTIABLE

EXHIBIT "B"

NON-NEGOTIABLE

IN VIEW OF THE OMISSION OF CERTAIN INFORMATION, SHIPPER'S DECLARATION, NOT TO BE A BILL OF LADING, BUT TO BE A RECEIPT, THE CARRIER'S LIABILITY IS LIMITED TO THE CARRIER'S TARIFF, WHICH ACTUALLY GUARANTEES THE LOSS OF THE GOODS, WITHOUT THE CARRIER'S LIABILITY IN THE CARRIER'S TARIFF TO BE A RECEIPT.

DETAILS	PER	AMOUNT	PREPAID	COLLECT
FREIGHT	UNIT	1400.00	DL	1400.00
WAR RISK	UNIT	43.00	DL	43.00
PRECARIAGE	UNIT	575.00	575.00	DL
BUNKER/FUEL	UNIT	456.00	DL	456.00
TERMINAL	UNIT	39.00	DL	39.00
INTERMODAL	UNIT	75.00	75.00	DL
INTERNATIONAL	UNIT	6.00	DL	6.00
INTERMODAL	UNIT	86.00	86.00	DL
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		\$US	736.00	1944.00





DETAILS	UNIT	PER	AMOUNT	PREPAID	COLLECT
FREIGHT	UNIT		1400.00	DL	1400.00
WAR RISK	UNIT		18.00	DL	18.00
PRECARRIAGE	UNIT		575.00	575.00	DL
BUNKER/FUEL	UNIT		456.00	DL	456.00
TERMINAL	UNIT		39.00	DL	39.00
INTERMODAL	UNIT		75.00	75.00	DL
INTERNATIONAL	UNIT		6.00	DL	6.00
INTERMODAL	UNIT		86.00	86.00	DL
			\$US	736.00	1919.00

ZIM CONTAINER SERVICE  
As Agents for Zim Integrated Shipping Services Ltd.  
As Carrier

IN VIEW OF THE CHANGING COMPOSITION, UNPUBLISHED LETTERS SENT TO CALL AT SPORTS AND TO DENY THE TERRITORIAL, WASTING OF MY SPAN COLLABORATION, TO THE STATE OF TEXAS, MY OWN ACTUAL SUPERVISION AND OTHER WORKING, RATHER TO UNLAWFUL AT POINT OF INVESTIGATION, HEALTH IN THE FIELD OF MEDICAL TO COVER MYSELF.

**NON** **NEGOTIABLE**

DETAILS	727	AMOUNT	PREPAID COLLECT
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FREIGHT	UNIT	1400.00	DL	1400.00
WAR RISK	UNIT	18.00	DL	18.00
B/L FEES	U	25.00	DL	25.00
FREECARRIAGE	UNIT	575.00	575.00	DL
BUNKER/FUEL	UNIT	454.00	DL	454.00
TERMINAL	UNIT	39.00	DL	39.00
INTERMODAL	UNIT	75.00	75.00	DL
INTERNATIONAL	UNIT	6.00	DL	6.00
INTERMODAL	UNIT	86.00	86.00	DL

\$US 736.50 1942.05